G. R. S. IX-5]

Previous references.

Gol 63-17(1-2) 1919-20

Later references. (Gol)

File No. 6-19

Serial Nos. 1-4

8 (41)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Forwarding

Part B for August 19

SUBJECT.

Supply of Electric Power to the Kolar Mines

Sl 4) From the Secy to Govt P.W.D.
No 6203 W dated 12.8.19
Fds a copy of agreement dated 9.10.13 executed by the Kolar Mines Electric Co for the supply of power from the Cauvery Power Scheme

Orig

W D 1250—GPB—30,000 - 28-1-19

G. R. S. III—1] 1919-20

GENERAL AND REVENUE SECRETARIAT.

(Geol)

NOTES.

File No.

FILE HEADING.

Supply of electric power to the Kolar mines

From

The Secretary to Govt of W. Deptt

No. E.D.S. 553/7B Dated 20-6-19 Received 1-7-19

Diary No. 21410	Enclos. 1	Spare Copies.	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Forwards for record in this office one copy of the agreement executed by the Kolar Mines Power Station Ltd for the supply of power for hoisting purposes on the Kolar Gold Fields & requests an acknowledgment

NOTES AND ORDERS.

Submitted with a draft
AAS 7-7-19

Where is the original agreement?
Put up all other previous papers in the matter
9/7

ISSUE & RESUBMIT.

NOTES—First Sheet.

G. R. S. III-2]

General and Revenue Secretariat.

Genl File No. 6 of 1919. 2-5

Serial No.

2 To the Secy: to Govt P. W. Deptt
G 971 D/ 14/7/1919
Acknowd the receipt of the copy of the agreement referd to in Col 1
On a careful search made it is found that there are no other papers relating to the subject except Genl file 63-17 (1-2) already put up in the file
4 A draft to the Secretary to Govt P.W. Deptt regarding the original agreement referred to above is submd for approval or other orders.

Attd
18-7-19

5 June
Re
22/7

3 To the Secretary to Govt P.W.D
G. 1831 D/ 24 7.1919
Requests that a copy of agreement D/ 9.10.13 ref to in the agreement in question may be sent for reference & record

CHIEF SECRETARIAT IV 28 JUL 1919

4 From the same office
No E.D.S 104 D 12-8-19
Forwards a copy of agreement D/ 9-10 executed by the Kolar Mines Syndicate Ltd for the supply of power from the Cauvery power scheme
Submitted
Attd
14-8-19

Record
Re
15/8

CHIEF SECRETARIAT IV MINOR Contn. 1 AUG 1919

NOTE—Contn. sheet.

Telegraphic Address: *Stateworks*

Geol 6-19.

No. E.D.S. 553 TD/enc 1 copy.

MYSORE P. W. DEPARTMENT.

CENTRAL OFFICE,

Bangalore, 26th June *1919.*

From

S. CADAMBI, Esq.,

~~Joint~~ *Secretary to the Government of Mysore,*

Public Works Department.

To Bangalore.

C. S. Balasundaram Iyer, Esq., B.A.,
Chief Secretary to Government of Mysore,
Bangalore.

SIR,

With reference to your letter No.G.7646/G.Ele.63-17-2 dated the 6th December 1917, I have the honour to forward herewith for record in your office 1 copy of the agreement executed by the Kolar Mines Power Station Ltd., for the supply of power for hoisting purposes on the Kolar Gold Fields.

2 The favour of an acknowledgment of the receipt of the document is requested.

I have the honour to be,

Sir,

Your most obedient servant,

DEPUTY SECRETARY TO GOVERNMENT

PUBLIC WORKS DEPARTMENT.

A.N/25-6.

DIARY NO. 21410

W D A 133—GPB—500—25-7-17

1918-19

MYSORE P. W. DEPARTMENT.

No. C.D.D. 553/TD 74199

From

The Secretary to the Government of Mysore Public Works Department Bangalore.

To

The Chief Secretary to Government, Bangalore

Dated Bangalore, 26th June 1919.

Despatched " 28th June 1919

Enclosure No. One Cover

Subject.

Agreement executed by the Kolar Mines Power Station Limited for the supply of power for hoisting purposes on the Kolar Gold Fields

CHIEF SECRETARIAT
IV
MINOR
30 JUN 1919

30.6.19
4-30

Encl. to 38/
10.6.19.

Dated 23rd January, 1919.

The Government of H.H. The Maharaja of Mysore

(By JOHN TAYLOR & SONS)

AND

The Kolar Mines Power Station, Limited

Agreement.

FRANCIS & JOHNSON,
19, Gt. Winchester Street, E.C.2.

BLUNDELL & CO., Printers, &c., 171-173, Upper Thames Street, London.

An Agreement made the 23rd day of January, 1919, BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called " the Government ") by JOHN TAYLOR & SONS their duly authorised Agents in that behalf of the one part and THE KOLAR MINES POWER STATION LIMITED (hereinafter called " the Company ") of the other part

WHEREAS these presents are intended to be read as supplemental to an Agreement (hereinafter referred to as " the First Agreement ") dated the 9th day of October 1913 and made between the same parties

AND WHEREAS the parties have agreed to enter into such arrangement for the supply by the Government to the Company of existing and additional electrical power as is hereafter mentioned

NOW IT IS HEREBY AGREED as follows :—

1. The Government will from time to time supply to the Company direct from the Low Tension Busses in the Government Step-down Transformer Station on the Kolar Gold Field electrical power for hoisting purposes (hereinafter referred to as " hoisting power ") to such amount as the Company shall require and such supply shall be over not more than two feeders or circuits at the entrance to the said Transformer Station.

2. The amount of hoisting power supplied shall be reckoned by measurements registered by suitable meters located for the purpose on the " C.P.S." switchboard located in the Government Step-down Transformer Station Kolar Gold Field and no allowance shall be made for line losses on the two feeder circuits over which hoisting and intermittent power will be supplied. Hoisting power shall be paid for by the Company at the rate of 2.5 farthings per kilowatt hour and payments shall be made in sterling monthly in manner provided by Clause 11 of the First Agreement with regard to the payments there mentioned.

3. The Government will also supply to the Company from time to time such quantity of electrical power for driving intermittent loads other than hoisting (hereinafter referred to as " intermittent power ") as the Company shall require to be reckoned and measured

as hereinafter provided in the case of hoisting power and to be paid for at the rates following viz.—(1) at the rate of 1.7628 farthings per kilowatt hour (being the equivalent of £12 per horse power per annum) for intermittent power up to but not exceeding 6 per cent of the total aggregate monthly demand of the Company and the several Companies mentioned in the First Schedule to the Main Agreement referred to in Clause 11 of the First Agreement and (2) at the rate of 2.0568 farthings per kilowatt hour (being the equivalent of £14 per horse power per annum) for intermittent power exceeding such 6 per cent. The total aggregate demand of the Company and such other Companies as aforesaid for the purpose of this clause shall be taken as the aggregate of the amount during each calendar month of the ratings of motors on the Mines and such other Companies plus the amount consumed by the Company for both hoisting power and intermittent power.

4. If and so soon as the rate of £12 per horse power per annum referred to in sub-section (*c*) of Clause 11 of the First Agreement shall under the provisions in that behalf therein contained become reducible to £10 the prices and rates fixed by Clauses 2 and 3 hereof for hoisting power and intermittent power respectively shall be proportionately reduced as from such date.

5. The Company shall take in each calendar month from the Government such quantities of hoisting power and intermittent power that the amount payable in respect of the supply during such calendar month to the Company by the Government from all sources shall be not less than one-third of the amount paid by the Company to the Government for the power supplied by the Government to the Company during the months of March April and May 1916. Provided always that in the event of the Company relinquishing any power pursuant to a notice in that behalf under the provisions of Clause 12 of the First Agreement the amount of the said minimum monthly payment to the Government shall be reduced in proportion according to the method of calculating kilowatt hour deductions as provided for in this Agreement in Clause 6 as to hoists and Clause 7 as to intermittent motors having regard to the power so relinquished and the period of disuse within the meaning of the said Clause 12.

6. The Company shall take not less than 185,000 kilowatt hours of hoisting power from the Government in each calendar

month such amount to be apportioned between the various hoists which were in service during the months of March April and May 1916 provided always that in the event of any of the aforesaid hoists being disconnected by the Company the said minimum shall be reduced by the number of kilowatt hours allocated to the hoist or hoists in question. And similarly whenever an additional hoist is placed in service a definite number of kilowatt hours shall be allocated to it for the purpose of any subsequent relinquishment. The number of kilowatt hours allocated from time to time to any hoist or hoists may be readjusted once (but not more than once) in any year.

he purpose of relinquishing intermittent power when necessary the kilowatt hours absorbed per nominal horse power of intermittent motors connected during the month of May 1916 namely 87.5 kilowatt hours shall be taken as a basis. In the event of any intermittent motor being taken out of service the minimum consumption referred to in Clause 5 shall be reduced by the number of kilowatt hours obtained when the horse power of the machine in question is multiplied by 87.5 full allowance for kilowatt hours so deducted being made off the minimum payment referred to in Clause 5.

3. Except where inconsistent with the context words used in these presents shall have the same meaning as in the First Agreement. These presents shall be binding on both parties for the period fixed by Clause 1 of the First Agreement for the duration thereof. And the First Agreement shall henceforth take effect as amended by these presents and so amended shall remain in force.

9. This Agreement is signed by John Taylor & Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by an Agreement dated the 18th day of August 1913 made between the Government of His Highness the Maharaja of Mysore of the one part and John Taylor & Sons of the other part and an Agreement supplemental thereto dated the 24th day of September 1917 made between the same parties but they do not warrant the existence or continuance of that authority or the performance or observance of this contract by the Government and under no circumstances shall John Taylor & Sons incur any liability by reason of their signing this contract whether under the contract itself or under any warranty of authority which

but for this clause might be implied by their signature thereof or on any other ground whatsoever.

IN WITNESS whereof John Taylor & Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the above-named JOHN TAYLOR & SONS on the 23rd day of January, 1919, in the presence of } JOHN TAYLOR & SONS

Witness 1. R. J. H. ALLEN.

Witness 2. H. E. W. THOMPSON.

Signed sealed and delivered by the above-named Company in the presence of }

JOHN TAYLOR, J. D. REES, } *Directors.*

J. H. WOOD, *Secretary.*

G. R. S. VI—G/32]

SUBJECT..... 4/7 .....

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.....

Diary No. of letter replied to .....

ISSUE SECT.

Section Geol
File No. 6-19.
Serial No. 2

GENERAL AND REVENUE SECRETARIAT

( )

, the *191*

No. 5971

Date of issue..... 19/7/19

To The Secretary to Govt P W Dept

Signed by.....

Sir,

I am directed to acknowledge with thanks, the receipt of a copy of the agreement executed by the Kolar Mines Power Station Ltd, for the supply of power for hoisting purposes at the Kolar Gold Fields forwarded with your letter no. D.S. 553/70 dated 28th June 1919

I have etc.....

for Secretary to Govt

19/7/19

over.

6

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

GENERAL AND REVENUE SECRETARIAT,

(

, the *191* .)

Date of issue..... 24/7/19

Signed by.....

Section Geol

File No. 6-19

Serial No. 3

No. 71831

To The Secretary to Govt
P. W. Dept

Sir

I am directed to invite attention to your letter no & DS 553/7.D dated 28th June 1919 forwarding a copy of the agreement dated 23.-19 executed by the Kolar Mines Power Station Ltd for the supply of power for hoisting purposes on the Kolar Gold Fields and to request ~~the favour of information as to whether the original agreement is not~~ that a copy of agreement dt 9-10-13 referred to in paragraph 2 of the agreement of 23-1-19 may be sent here for reference ~~at an early date~~

I have etc

over.

for Secy to Govt

DIARY NO.....3182

18 19

Telegraphic Address: *Stateworks*

Genl 6-19-4 (7

No. E.D.S. 104

MYSORE P. W. DEPARTMENT.

CENTRAL OFFICE.

Bangalore, 12th August *1919.*

From

S. Cadambi, Esq.,

Secretary to the Government of Mysore,

Public Works Department.

To

C. S. Balasundaram Iyer, Esq., B.A.,

Chief Secretary to the Government of Mys...,

B A N G A L O R E.

Sir,

As desired in your letter No.G.1831/Genl.6-19-3 dated the 24th July 1919, I have the honour to forward herewith a copy of agreement dated the 9th October 1913, executed by the Kolar Mines Station Limited for the supply of power from the Cauvery Power Scheme

2. This agreement is printed as "the third Schedule" in the main agreement dated the 18th August 1913 executed by Messrs John Taylor and Sons, London, for the supply of Electric power to the Mining Companies on the Kolar Gold Fields.

I have the honour to be,

Sir,

Your most obedient servant

Deputy Secretary to Government,

Public Works Department.

J.R

WD 02802—GPB—5500—11-1-17

1919-20.

MYSORE P. W. DEPARTMENT.

No. E.D.S. 104

From The Secretary to the Government of Mysore Public Works Department, Bangalore

To The Chief Secretary to Government Bangalore.

4460

Dated Bangalore, 12th August 1919

Despatched " 13th August 1919.

Enclosure No. One.

Subject.

Forwarding a copy of the agreement dated the 9th October 1913 executed by the Mysore Iron Works Power Station for the supply of power from the Cauvery Power Scheme.

CHIEF SECRETARIAT.
IV
MINOR Depts.
14 AUG 1919

Certified that the Mysore Stamp duty of Rs. 5-8-0 (Five rupees eight annas only) has been recovered on this document from Mr. Nichol on behalf of Messrs. John Taylor and Sons' Committee and remitted to the District Treasury at Kolar this 25th day of August 1913.

Seal of Deputy Commissioner, Kolar District.

KOLAR, 25-8-13.

P. F. BOWRING,
Deputy Commissioner.

An Agreement made the 18th day of August 1913 BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") of the one part and JOHN TAYLOR AND SONS of 6 Queen Street Place in the City of London of the other part respecting the supply and purchase of electrical power to be supplied by the Government from the Cauvery River to Companies on the Kolar Gold Field

WHEREAS under certain Contracts subsisting between them the Government has for some time past supplied to the several Companies named in the first column of the First Schedule hereto electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902 the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the "first" "second" and "third installations"

AND WHEREAS the aggregate amount of the power at present supplied by the Government to each of the said Companies from the first second and third installations is stated approximately in the First Schedule hereto

AND WHEREAS the Government have reserved the first right to take and utilise power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of water and to obtain additional power it has been proposed that the existing Contracts shall be cancelled and new Contracts substituted therefor as hereinafter mentioned

NOW IT IS HEREBY AGREED as follows:—

1. For the purpose of giving effect to such proposal John Taylor and Sons are hereby authorized to sign for and on behalf of the Government Agreements with the several Companies other than the Kolar Mines Power Station Limited mentioned in the First Schedule hereto or any of them in the form set out in the Second Schedule hereto or any varied form hereinafter authorized and an Agreement with the Kolar Mines Power Station Limited in the form set out in the Third Schedule hereto or any varied form hereinafter authorized and John Taylor and Sons shall use their best endeavours to get the proposed Agreements executed by the various Companies.

2. The aggregate power at present taken by the different Companies mentioned in the First Schedule hereto from the first second and third installations shall be apportioned between them in amounts corresponding (approximately) to the amounts now taken by them as stated in that schedule and the blanks with regard thereto left in the forms of Agreements set out in the Second and Third Schedules hereto shall be filled up accordingly.

3. The supply of power to be taken from the reservoir scheme under the several Contracts for the supply of electrical power shall be apportioned from time to time between all or some (to the exclusion of others) of the Contracting Companies in such shares and manner as John Taylor and Sons shall think fit.

4. So long as the total amount of the power to be supplied by the Government is not increased beyond the limits hereby permitted the amount of power to be taken by any Contracting Company may from time to time be increased by John Taylor and Sons and the right to a supply of power may with the consent of the Companies concerned be transferred by John Taylor and Sons from one Company to another. Any variation in the amount of power to be supplied to any particular Company or any transfer of power from one Company to another made under this clause may be made either by a fresh Contract or fresh Contracts or by a memorandum or memoranda endorsed on the existing Contract or Contracts and signed or sealed by the Company or Companies concerned and by John Taylor and Sons on behalf of the Government.

5. If John Taylor and Sons shall fail to procure the new Agree-

ments contemplated by Clause 1 of these presents to be entered into within twelve months from the date when this Agreement shall become binding either of the parties hereto may by notice in writing to the other rescind this Agreement but such rescission shall only take effect as from the date of the notice and shall not prejudice or affect any Agreement previously signed by John Taylor and Sons on behalf of the Government under any power hereby conferred.

6. All Agreements (including any such fresh contracts or memoranda as mentioned in Clause 4 hereof) signed by John Taylor and Sons on behalf of the Government under the authority hereby conferred shall be executed in duplicate and one part thereof shall be handed over by John Taylor and Sons to the Government.

7. Any notice or document to be given or handed over to the Government under this Agreement may be given or handed over to them by being left with such Agent in London as the Government may appoint from time to time and any notice to be given under this Agreement to John Taylor and Sons may be given by sending the same to them by post addressed to them at 6 Queen Street Place aforesaid.

8. No contract which John Taylor and Sons are hereby authorized to enter into on behalf of the Government with any Company shall be impeached or questioned by reason of John Taylor and Sons or any members or member of that Firm being interested in such Company as Director(s) Manager(s) Shareholder(s) or otherwise and the Companies to which transfers of power may be made under these presents shall include all Companies for the time being working on the Kolar Gold Field whether gold mining companies or not and whether mentioned in the First Schedule hereto or not or whether already incorporated or hereafter to be incorporated and the successors for the time being in title of any Company named or referred to herein may for the purposes of these presents be substituted for such Company. But the Government shall not be required to supply any electrical power except within a radius of ten miles from Taylor's Shaft upon the Mine of the Nundydroog Company Limited.

9. All rights and powers given to John Taylor and Sons by this Agreement shall on any change in the constitution of the Firm pass to their lawful successors for the time being in business.

10. The Arbitration Clause contained in the scheduled forms of Agreement shall apply and take effect in the same manner as if it had been repeated herein with the substitution of the name of John Taylor and Sons for that of the Company.

11. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

12. This Agreement shall become binding when signed and sealed by—

(1) The Dewan of Mysore on behalf of the Government.

(2) John Taylor and Sons.

IN WITNESS whereof M. Visvesvaraya acting for and on behalf of the Government and John Taylor and Sons have hereunto set their respective hands and seals with effect from the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

Aggregate power supplied from the First Second and Third Installations.

Name of Company.	Horse-Power Total
Mysore Gold Mining Company Limited	3,143
Champion Reef Gold Mining Company of India Limited	2,180
Ooregum Gold Mining Company of India Limited	1,240
Nundydroog Company Limited	1,403
Balaghat Gold Mining Company Limited	736
Kolar Mines Power Station Limited	619
Total	9,321

(End of First Schedule.)

(1) The Mysore Gold mining Company Limited dt 9.10.1913. 2,143 H.P.
(2) The Champion Reef Gold mining Company of India Limited dt 9.10.1913. 2,180 H.P.
(3) The Ooregaum Gold mining Company of India Limited dt 7.10.1913. 1,240 H.P.
(4) The Nundydroog Company Limited dt 8.10.1913. 1,403 H.P.
(5) The Balaghat Gold mining Company Limited. dt 9.10.1913. 736 H.P.
(6) The Kolar Mines Power Station Limited dt 9.10.1913. 619 H.P.

THE SECOND SCHEDULE ABOVE REFERRED TO.

An Agreement made the day of 191 BETWEEN the GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") by JOHN TAYLOR AND SONS acting under the authority in that behalf conferred by an Agreement dated the 18th day of August 1913 between the Government and themselves a copy of which is intended to be hereunto annexed and which is hereinafter referred to as the "main Agreement" of the one part and

Limited (a Company carrying on or intending to carry on business on the Kolar Gold Field and hereinafter called "the Company") of the other part

WHEREAS under a Contract or Contracts subsisting between the Government and the Company the Government have for some time past supplied to the Company electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902 the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the first second and third installations

AND WHEREAS the aggregate amount of the power at present supplied by the Government to the Company from the first second and third installations is approximately horse-power

AND WHEREAS the Government have reserved the first right to take and utilize power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of

water and to obtain additional power it has been agreed that the existing Contracts between the Government and the Company shall be cancelled and such new Contract as is hereinafter contained substituted therefor

NOW IT IS HEREBY AGREED as follows:—

1. This Agreement shall be binding on both parties until the 31st day of December 1940 provided that the lease under which the Company now work or propose to work their mines or any renewed lease which may be acquired by the Company of such mines shall last so long.

2. The Government shall within the periods hereinafter mentioned provide and instal at their own cost sufficient plant to supply electrical power in addition to that derived from the first second and third installations as follows:—

(*a*) Up to 1,000 horse-power (when there is the requisite flow in the river) within one year from the 16th July 1912.

(*b*) Up to 2,000 horse-power inclusive of the said one thousand horse-power (when there is the requisite flow in the river) within two years from the 16th July 1912.

(*c*) And (subject to one year's notice in writing having previously been given by John Taylor and Sons to the Government requiring the supply of power to be increased) up to 5,000 horse-power inclusive of the said two thousand horse-power within three years from the 16th day of July 1912.

(*d*) At any time after such supply has been increased to 5,000 horse-power as mentioned in sub-section (*c*) John Taylor and Sons may give to the Government notice in writing requiring the supply of power to be further increased and within two years from the receipt of such notice the Government shall provide sufficient plant to enable it to supply electrical power up to a total of 7,500 horse-power.

3. If at any time and from whatever cause the Government shall wholly suspend the work on the dam in connection with the reservoir scheme for a period of six months or if the amounts of

power mentioned in Clause 2 hereof are not available at the times stated therein the Company shall be at liberty by notice in writing to the Government to rescind this Agreement in which case the terms and conditions contained in the previously existing Contract between the Government and the Company shall be reverted to. Provided always that if the delay or default on the part of the Government be wholly occasioned by the act of God or other unforeseen cause or causes beyond the power of the Government to overcome the provisions of this clause shall not apply.

4. The Government agrees to maintain and wherever necessary instal all plant necessary for generating transforming and transmitting up to but not beyond the Government's stepdown transformer station on the Kolar Gold Field electrical power to such amount as is herein agreed upon and to provide such duplicate and spare plant throughout its system and otherwise to take such reasonable precautions as are necessary to ensure continuity in the supply of power with as little variation in the speed of motors as is reasonably practicable. In the event of an interruption in the supply of power from any cause other than gross negligence on the part of its servants the Government will not be liable for any loss due to such interruption. The Government agrees in the event of such inter ruption to give notice as early as possible as to the probable duration of the same and to use every endeavour to make the period of interruption as short as possible. The Government agrees subject to the provisions of Clause 5 hereof not to reduce the amount of power supplied to the several Companies with whom Contracts are entered into by John Taylor and Sons under the authority conferred by the main Agreement by reason of power from the first second and third installations and the reservoir scheme or any of them being required elsewhere. The Government will not be liable in any event for damage to person or property arising accruing or resulting from the use of the power but agrees to take every reasonable precaution to prevent such damage.

5. The Government shall have the first right to take and utilize power from the first second and third installations to an amount not exceeding 1,500 horse-power.

If and as often as the total amount of supply of power available from the first second and third installations and the reservoir scheme

shall be insufficient to supply both the aggregate amount of power which ought for the time being to be supplied to the contracting Companies and also the amount which the Government have for the time being the right to take as referred to in this clause and in Clause 6 below then and in such case the available power shall be distributed as follows (that is to say) the Government shall first be entitled to take the amount which they have for the time being the right to take as aforesaid and shall supply any surplus to the different contracting Companies in such proportion as John Taylor and Sons shall in their absolute uncontrolled discretion determine. Provided that the Government shall not be required to incur any expenditure especially to provide for the distribution required. In this clause the expression 'Contracting Companies' means the Companies with whom John Taylor and Sons shall have entered into agreements for the supply of electrical power from the Cauvery River from the first second and third installations under the authority conferred by the main Agreement.

6. The several Companies with whom Contracts are entered into by John Taylor and Sons under the authority conferred by the main Agreement shall subject to the provisions of Clause 5 hereof from time to time have a first call upon all power derived from the first three installations and the reservoir scheme up to the extent of 80 per cent. of the plant capacity but the aforesaid call on the additional power shall not exceed the amounts mentioned in Clause 2 hereof. The balance of 20 per cent. reserved to the Government shall include the 1,500 horse-power to which the Government are entitled under the provisions of Clause 5 hereof.

If after the contracting Companies have begun to utilize not less than 5,000 horse-power referred to in sub-clause (*c*) of Clause 2 of this Agreement they consider they are likely to require more than the total supply of 7,500 horse-power referred to in sub-clause (*d*) of the said clause, John Taylor and Sons shall give two years' notice in writing to enable the Government to provide such additional power. If after this notice is given the Government are unable to supply the same the Companies shall be at liberty to instal their own generating plant for the supply of the additional power required.

If on the other hand the Companies consider they are unlikely to require the full quantities of power specified in Clause 2 or any

further additional power which the Government may agree to supply under the preceding sub-clause John Taylor and Sons shall after the 16th day of July 1920 from time to time as far as they are able inform the Government in writing of such possibilities when the individual blocks of power not required amount to 1,000 horse-power or over and the Government shall after the expiry of two years from such notice be at liberty to utilize the unrequired blocks of power in such manner as they may see fit provided that the Companies do not in the meantime recall the said power.

7. The Government shall (subject to the provisions contained in Clauses 2 and 13 hereof) supply and the Company shall (subject to the deductions and provisions hereinafter specified and contained) take a supply from the Government of electrical power to (approximately) the following amount namely horse-power from the first second and third installations and such a share as may be apportioned to the Company under Clause 8 hereof and as the Company may be able to utilise of the additional horse-power for the supply of which the Government is under Clause 2 hereof for the time being bound to provide sufficient plant (which additional horse-power is hereinafter referred to as " the horse-power from the reservoir scheme ") the said horse-power to be reckoned in each case in manner hereinafter set forth.

8. John Taylor and Sons will (subject to the provisions of Clause 9 hereof) apportion the horse-power from the reservoir scheme as they think fit between the several Companies mentioned in the First Schedule to the main Agreement and the Company shall utilise the power so apportioned to it so far as it shall be able to do so and all electrical power used by the Company shall be derived from the first second and third installations and the reservoir scheme or one of them or through the medium of the Kolar Mines Power Station Limited and so long as the Government is in a position to supply the same in accordance with the terms and conditions hereof and at the dates herein specified the Company shall not resort to the use of steam or other power in substitution of electrical power except to the extent provided in Clauses 15 and 16 hereof.

9. In making the apportionment mentioned in Clause 8 hereof John Taylor and Sons will only apportion to the Kolar Mines Power Station Limited power to whatever extent may be required and con-

tracted for (subject to the limits mentioned in Clause 2) for the operation of all classes of machines excepting those operating at an average load factor of over 50 per cent. The Kolar Mines Power Station Limited shall be at liberty to utilize peak loads not exceeding by more than 33⅓ per cent. of the power contracted for by that Company.

10. The amount of power supplied under this Agreement will in the case of all machinery now in use by the Company be reckoned at the existing ratings subject to the provisions of Clause 11 hereof and in all other cases the number of horse-power supplied shall be accepted by both parties as equal to $\frac{1}{746}$th part of the number of watts measured at the terminals of the motor or motors when running on full load the said number of watts being determined at the commencement of supply by an instrument approved of and furnished by the Chief Electrical Engineer to the Government of Mysore due allowance being made in the rating of any motor for any known errors in the instrument used by the Government for determining such rating. In the event of a difference exceeding 2 per cent. arising between the number of watts measured by such instrument and the instrument used by the Company both parties shall thereupon delegate their respective technical Representatives to test the instruments used by them for the purpose of determining the rating or ratings as aforesaid with a Standard Instrument which shall be installed at the joint cost of both parties in the Government's stepdown transformer station at the Kolar Gold Field the said instrument to be in the joint custody of the Government's technical Representative and the technical Representative of the Company and maintained solely and exclusively for the purpose of conducting such tests as may become necessary from time to time.

11. All motors used by the Company shall when required be re-rated both for increase or decrease and the Government shall be at liberty to re-rate any motor at any time subject to one week's previous notice in writing having been given to the Company but except in cases where motors shall have been transferred from one class of service to another or when additional load has been applied the Company is not to be at liberty to claim a re-rating of any motor until one year shall have elapsed from the date of the last rating or re-rating as the case may be of such motor. In cases where motors shall have been transferred from one class of service to another class

of service or when additional load has been applied the Company may claim a re-rating upon giving one week's previous notice in writing to the Government.

12. The Company agrees (subject to the deductions and provisions hereinafter specified and contained) to pay for all electrical power supplied from the first second and third installations and the reservoir scheme in virtue of this Agreement at the following rates :—

(*a*) During a period of ten years from the first date when any portion of the supply is guaranteed or "protected" and notification thereof is given in writing by the Government to John Taylor and Sons £12 per horse-power per annum on all guaranteed or "protected" power supplied and £10 per horse-power per annum on all other power supplied so that the said rate of £12 per horse-power per annum shall only be paid in respect of "protected" power the supply of which is guaranteed by the Government and that £10 per horse-power per annum only shall be paid for any quantity of power supplied by the Government but the supply of which is not guaranteed by the Government.

(*b*) ~~£12~~ £10/- per horse-power per annum until the commencement of the said period of ten years.

(*c*) For all power supplied after the expiration of the said period of ten years and so long as this Agreement shall remain in force £10 per horse-power per annum.

These payments will be made in pounds sterling monthly within one month of the receipt in London of an account from the Government of the power used during the month such account having been first countersigned by the Representatives of the Company at the Gold Field. All moneys due from the Company to the Government shall be paid to the credit of the Government at such bank in London as the Government may direct.

In case any of the moneys hereinbefore agreed to be paid by the Company shall be in arrear and unpaid for two calendar months next after the time at which the same shall become payable the Government may discontinue the supply of elec-

trical power and all obligations under this Agreement shall thenceforth cease without prejudice nevertheless to the recovery of any moneys then owing by the Company.

13. The Government shall not be required to supply any electrical power under this Agreement outside a radius of ten miles from Taylor's Shaft upon the mine of the Nundydroog Company Limited.

14. The Government agrees that on receipt of a notice from the Company or any authorised agent of the Company to the effect that a specified amount of power will not be required for a specified period of time or until further notice the payment due for the same during the period of disuse will be remitted provided that the period for which this reduction of payment is claimed shall not be less than five days. This provision does not apply to the additional power from the reservoir scheme until it has been in use for a period of twelve months.

15. In the event of an interruption or a diminution in the supply of power whether from an accident to the generating or transmitting plant of the Government or from any cause other than the failure of an electro-motor its control apparatus or circuit when such interruption or diminution extends to a period of one hour or over, payment for power not supplied will be remitted for the whole period during which such interruption and diminution continues and for the purpose of calculating the amount of such reduction of payment the period shall be deemed to have extended to the next integral number of hours above its actual duration. In any such case of interruption or diminution in the supply of power to the Company's machinery the Company shall be free to resort immediately to the use of steam or other power. Provided always that if at any time the Company has occasion to resort to steam or other power it shall have the option to continue to use steam or other power for any length of time not exceeding one calendar month and shall be entitled to a rebate for power for such period and further that in the event of any such interruption lasting for more than one month the Company shall be entitled to a rebate for power for the whole period during which such interruption shall continue and may use steam or other power while such interruption shall continue.

16. If at any time and from any cause any electric motor or apparatus in connection therewith of any electrically driven plant shall break down the Company may use steam or other power for so long as may be required to make the necessary repairs to such motor apparatus or plant and provided the period of interruption exceeds 24 hours shall be entitled to a rebate for the period from the time of breaking down up to the completion of the said repairs.

17. When two or more interruptions occur within 30 minutes of each other the period of interruption for the purpose of the provisions of Clause 15 hereof shall be taken to commence at the beginning of the first of such interruptions and to finish at the end of the last of such interruptions.

18. If the Government gives notice to the Company that any unit or units may have to be shut down payment for such units shall be remitted for a period of 24 hours if no shut down is found to be necessary.

19. The Company agrees to give to any persons authorised by or on behalf of the Government free access to any portion of the mines or premises of the Company were electrical power is employed and to afford every facility to such person in ascertaining the amount of such power which is being supplied provided that such person shall not without the consent of the Company in any way interfere with the working of the mines.

20. The Government retains the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month at a time to be agreed upon with the representatives of the Company at the Gold Field and also for a similar period at any time if it should appear necessary to the Government to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. No rebate shall be claimed by the Company for such interruptions.

21. In any case where such person as is referred to in Clause 19 can show good reason for supposing that a waste of electrical power in excess of the normal 5 per cent. loss in distribution is occurring through leakage or otherwise in some portion of the distributing plant or that such waste is liable to occur the Company

agrees to afford such reasonable facilities as are necessary for the ascertaining and prevention of such waste or the repair of such defective plant and forthwith to take such steps as may be necessary to prevent such waste and in general to use such supervision and to take such steps as may be reasonably considered necessary to discover any such defect in the distributing plant and to remedy the same.

22. If the loss on any distribution circuits shall at any time exceed 5 per cent. the Company shall be entitled either to erect a supplementary line or at their option to pay for the power loss in excess of 5 per cent. provided it does not exceed 7½ per cent.

23. No electro-motor operating at a load factor of 50 per cent. or over shall be installed without previous notice having been given to the Government and the apparatus installed shall be subject to approval by the Chief Electrical Engineer to the Government of Mysore provided that such approval shall not be withheld without reasonable grounds. No electrical power shall be used in connection with the supply from the Cauvery River without the consent of the Government.

24. Subject to one week's notice being previously given to the Government by the Company the Company shall be at liberty to redistribute any power supplied to them as and when they wish provided that the work done by an electro motor shall not be increased beyond that for which it was installed without the consent of the Government.

25. In the event of any dispute or difference arising as to the construction meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement the matter shall be first submitted to a committee consisting of the following persons, *viz.*:—

One expert appointed by the Government

One expert appointed by the Company and

One expert appointed by the British Resident in Mysore.

This Committee will report fully on the question at issue and their decision if unanimous will be binding on both parties in respect of any question of fact concerning the supply and use of electrical

power under this Agreement and in respect of any scientific question which may have arisen. In the event of either party not (subject to the provisions last hereinbefore contained with respect to the decision of the Committee if unanimous) being satisfied with the decision of the Committee or of the Committee not being unanimous the matter shall then be referred to two Arbitrators sitting in London who shall be appointed respectively by each party and this shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or any statutory amendment thereof in force for the time being. The provisions of the said Act or amendment thereof shall apply to the submission with the following exceptions:—

(*a*) No evidence shall be admissible before the said Arbitrators or their umpire other than the report or reports of the said Committee and this Agreement or certified copies of the said report or reports and Agreement.

(*b*) The Arbitrators or their umpire shall make their or his award in writing and give notice to the representatives of both parties in London that the same has been made within two calendar months after entering on the reference and shall not have power to enlarge the time for making their or his award.

(*c*) In the event of the Arbitrators or umpire failing to make their or his award or to give notice that the same has been made to the representatives of both parties in London within the time appointed for making their or his award the report of the majority of the said Committee (if two or more members of the said Committee shall have agreed in their report) shall be binding on both parties.

26. If at any time during the period of this Agreement a portion exceeding one-fourth of the power to be supplied under this Agreement shall have been in disuse for a consecutive period of one year or if a portion exceeding one-fourth of the said power shall have been in disuse for a less period than a year and the Company fail to show reasonable probability that the portion so in disuse would be fully utilised for the remainder of the period of this Agreement the Government reserves the right to discontinue the supply of such portion of the power and the Company agree on receipt of notice from the Government to that effect forthwith to disconnect the electro-

motors installed to utilise the said portion of power in disuse and not to connect the same again to the distributing circuits without the consent of the Government.

27. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

28. Subject to the provisions contained in Clause 3 hereof any and every previously existing Contract with reference to the supply by the Government of electrical power to the Company is hereby cancelled but notwithstanding such cancellation the Government shall be entitled to be paid according to the terms of such Contract for any power supplied thereunder to the Company and not paid for prior to the date of such cancellation.

29. This Agreement is signed by John Taylor and Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by the main Agreement but they do not warrant the existence or continuance of that authority or the performance or observance of this Contract by the Government and under no circumstances shall John Taylor and Sons incur any liability by reason of their signing this Contract whether under the Contract itself or under any warranty of authority which but for this clause might be implied by their signature thereof or on any other ground whatsoever.

IN WITNESS whereof John Taylor and Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

(End of Second Schedule).

THE THIRD SCHEDULE ABOVE REFERRED TO.

An Agreement made the 9th day of October 1913 BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") by JOHN TAYLOR AND SONS acting under the authority in that behalf conferred by an Agreement dated the 18th day of August 1913 between the Government and themselves a copy of which is intended to be hereunto annexed and which is hereinafter referred to as the "main Agreement" of the one part and THE KOLAR MINES POWER STATION LIMITED (a Company carrying on or intending to carry on business on the Kolar Gold Field and hereinafter called "the Company") of the other part

WHEREAS under a Contract or Contracts subsisting between the Government and the Company the Government have for some time past supplied to the Company electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902 the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the first second and third installations

AND WHEREAS the aggregate amount of the power at present supplied by the Government to the Company from the first second and third installations is approximately 619 horse-power

AND WHEREAS the Government have reserved the first right to take and utilize power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of

water and to obtain additional power it has been agreed that the existing Contracts between the Government and the Company shall be cancelled and such new Contract as is hereinafter contained substituted therefor

NOW IT IS HEREBY AGREED as follows:—

1. This Agreement shall be binding on both parties until the 31st day of December 1940 provided that the lease under which any customer of the Company now works or proposes to work his or its mines or any renewed lease which may be acquired by such customer of such mines shall last so long.

2. The Government shall within the periods hereinafter mentioned provide and instal at their own cost sufficient plant to supply electrical power in addition to that derived from the first second and third installations as follows:—

(*a*) Up to 1,000 horse-power (when there is the requisite flow in the river) within one year from the 16th July 1912.

(*b*) Up to 2,000 horse-power inclusive of the said one thousand horse-power (when there is the requisite flow in the river) within two years from the 16th July 1912.

(*c*) And (subject to one year's notice in writing having previously been given by John Taylor and Sons to the Government requiring the supply of power to be increased) up to 5,000 horse-power inclusive of the said two thousand horse-power within three years from the 16th day of July 1912.

(*d*) At any time after such supply has been increased to 5,000 horse-power as mentioned in sub-section (*c*) John Taylor and Sons may give to the Government notice in writing requiring the supply of power to be further increased and within two years from the receipt of such notice the Government shall provide sufficient plant to enable it to supply electrical power up to a total of 7,500 horse-power.

3. If at any time and from whatever cause the Government shall wholly suspend the work on the dam in connection with the reservoir

scheme for a period of six months or if the amounts of power mentioned in Clause 2 hereof are not available at the times stated therein the Company shall be at liberty by notice in writing to the Government to rescind this Agreement in which case the terms and conditions contained in the previously existing Contract between the Government and the Company shall be reverted to. Provided always that if the delay or default on the part of the Government be wholly occasioned by the act of God or other unforeseen cause or causes beyond the power of the Government to overcome the provisions of this clause shall not apply.

4. The Government agrees to maintain and wherever necessary instal all plant necessary for generating transforming and transmitting up to but not beyond the Government's stepdown transformer station on the Kolar Gold Field electrical power to such amount as is herein agreed upon and to provide such duplicate and spare plant throughout its system and otherwise to take such reasonable precautions as are necessary to ensure continuity in the supply of power with as little variation in the speed of motors as is reasonably practicable. In the event of an interruption in the supply of power from any cause other than gross negligence on the part of its servants the Government will not be liable for any loss due to such interruption. The Government agrees in the event of such interruption to give notice as early as possible as to the probable duration of the same and to use every endeavour to make the period of interruption as short as possible. The Government agrees subject to the provisions of Clause 5 hereof not to reduce the amount of power supplied to the several Companies with whom contracts are entered into by John Taylor and Sons under the authority conferred by the main Agreement by reason of power from the first second and third installations and the reservoir scheme or any of them being required elsewhere. The Government will not be liable in any event for damage to person or property arising accruing or resulting from the use of the power but agrees to take every reasonable precaution to prevent such damage.

5. The Government shall have the first right to take and utilize power from the first second and third installations to an amount not exceeding 1,500 horse-power.

If and as often as the total amount of supply of power supplied from the first second and third installations and the reservoir scheme

shall be insufficient to supply both the aggregate amount of power which ought for the time being to be supplied to the contracting Companies and also the amount which the Government have for the time being the right to take as referred to in this clause and in Clause 6 below then and in such case the available power shall be distributed as follows (that is to say) the Government shall first be entitled to take the amount which they have for the time being the right to take as aforesaid and shall supply any surplus to the different contracting Companies in such proportion as John Taylor and Sons shall in their absolute uncontrolled discretion determine. Provided that the Government shall not be required to incur any expenditure especially to provide for the distribution required. In this clause the expression "Contracting Companies" means the Companies with whom John Taylor and Sons shall have entered into agreements for the supply of power from the first second and third installations of the Cauvery Power Scheme under the authority conferred by the main Agreement.

6. The several Companies with whom Contracts are entered into by John Taylor and Sons under the authority conferred by the main Agreement shall subject to the provisions of Clause 5 hereof from time to time have a first call upon all power derived from the first three installations and the reservoir scheme up to the extent of 80 per cent. of the plant capacity but the aforesaid call on the additional power shall not exceed the amounts mentioned in Clause 2 hereof. The balance of 20 per cent. reserved to the Government shall include the 1,500 horse-power to which the Government are entitled under the provisions of Clause 5 hereof.

If after the contracting Companies have begun to utilize not less than 5,000 horse-power referred to in sub-clause (*c*) of Clause 2 of this Agreement they consider they are likely to require more than the total supply of 7,500 horse-power referred to in sub-clause (*d*) of the said clause John Taylor and Sons shall give two years' notice to enable the Government to provide such additional power. If after this notice is given the Government are unable to supply the same the Companies shall be at liberty to instal their own generating plant for the supply of the additional power required.

If on the other hand the Companies consider they are unlikely to require the full quantities of power specified in Clause 2 or any further additional power which the Government may agree to supply

under the preceding sub-clause John Taylor and Sons shall after the 16th day of July 1920 from time to time as far as they are able inform the Government in writing of such possibilities when the individual blocks of power not required amount to 1,000 horse-power or over and the Government shall after the expiry of two years from such notice be at liberty to utilize the unrequired blocks of power in such manner as they may see fit provided that the Companies do not in the meantime recall the said power.

7. The Government shall (subject to the provisions contained in Clauses 2 and 13 hereof) supply and the Company shall (subject to the deductions and provisions hereinafter specified and contained) take a supply from the Government of electrical power to (approximately) the following amount namely 619 horse-power from the first second and third installations and such a share as may be apportioned to the Company under Clause 8 hereof and as the Company may be able to utilise of the additional horse-power for the supply of which the Government is under Clause 2 hereof for the time being bound to provide sufficient plant (which additional horse-power is hereinafter referred to as " the horse-power from the reservoir scheme ") the said horse-power to be reckoned in each case in the manner hereinafter set forth.

8. John Taylor and Sons will (subject to the provisions of Clause 9 hereof) apportion the horse-power from the reservoir scheme as they think fit between the several Companies mentioned in the First Schedule to the main Agreement and the Company shall utilise the power so apportioned to it so far as it shall be able to do so and all electrical power used by the Company shall be derived from the first second and third installations and the reservoir scheme or one of them so long as the Government is in a position to supply the same in accordance with the terms and conditions hereof and at the dates herein specified.

9. In making the apportionment mentioned in Clause 8 hereof John Taylor and Sons will only apportion to the Company power to whatever extent may be required and contracted for (subject to the limits mentioned in Clause 2) for the operation of all classes of machines excepting those operating at an average load factor of over 50 per cent. The Company shall be at liberty to utilize peak loads

not exceeding by more than 33⅓ per cent of the power contracted for by the Company.

10. The amount of power supplied will be reckoned as follows :—

Measurements of power consumed shall be taken as registered by suitable recording (integrating) and curve drawing Watt Meters installed in the Government's stepdown transformer station at the Kolar Gold Field the former type of instrument to record the energy consumed the latter for the measurement of peak loads.

The Company shall have the right to instal at its own cost and for its exclusive use a meter or meters in the Government's stepdown transformer station at the Kolar Gold Field in series with the circuit or circuits through which the Company is supplied with power.

In the event of a difference exceeding 2 per cent. arising between the number of kilo-watt hours measured by such instrument and the instruments used by the Company both parties shall thereupon delegate their respective technical Representatives to test the instruments used by them for the purpose of determining the amount of power consumed and the measurement of peak loads respectively as aforesaid with a Standard Instrument which shall be installed at the joint cost of both parties in the Government's stepdown transformer station at the Kolar Gold Field the said instrument to be in the joint custody of the Government's technical Representative and the technical Representative of the Company and maintained solely and exclusively for the purpose of conducting such tests as may become necessary from time to time.

11. The Company agrees (subject to the deductions and provisions hereinafter specified and contained) that the power supplied to the Company shall be paid for as follows :—

(*a*) During a period of ten years from the first date when any portion of the supply is guaranteed or " protected " and notification thereof is given in writing by the Government to John Taylor and Sons for power equivalent to 6 per cent. of the total power at the time contracted for on the Kolar Gold

Field by the several Companies mentioned in the First Schedule to the main Agreement at the rate of £12 per horse-power per annum. The additional power over the 6 per cent. mentioned above to and including the amount contracted for by the Company shall be paid for on a flat rate of £14 per horse-power per annum provided that the total monthly consumption in kilo-watt-hours as recorded by a suitable recording (integrating) watt meter (or watt meters) installed in the Government's stepdown transformer station at the Kolar Gold Field shall not in any month exceed the aggregate which would accrue by the consumption of the contracted horse-power in continuous service throughout the month.

(*b*) If the aggregate kilo-watt-hours utilized should however exceed the equivalent of the contracted horse-power used in continuous service throughout the month the Company shall pay for such excess by meter rate equivalent to £14 per horse-power per annum flat rate equal to ·5142*d.* per kilo-watt-hour.

(*c*) It is further understood that the above-mentioned rates of £12 and £14 per horse-power per annum are to apply during the ten years period referred to in Clause (*a*) hereof after which they will be reduced to £10 and £12, respectively.

(*d*) Until the commencement of the ten years period referred to in (*a*) hereof the rate shall be £10 per horse-power per annum.

These payments will be made in pounds sterling monthly within one month of the receipt in London of an account from the Government of the power used during the month such account having been first countersigned by the representatives of the Company at the Gold Field. All moneys due from the Company to the Government shall be paid to the credit of the Government at such bank in London as the Government may direct.

In case any of the moneys hereinbefore agreed to be paid by the Company shall be in arrear and unpaid for two calendar months next after the time at which the same shall become

payable the Government may discontinue the supply of electrical power and all obligations under this Agreement shall thenceforth cease without prejudice nevertheless to the recovery of any moneys then owing by the Company.

12. The Government agrees that on receipt of a notice from the Company or any authorised agent of the Company to the effect that a specified amount of power will not be required for a specified period of time or until further notice the payment due for the same during the period of disuse will be remitted provided that the period for which this reduction is claimed shall not be less than five days.

13. The Government shall not be required to supply any electrical power under this Agreement outside a radius of ten miles from Taylor's Shaft upon the mine of the Nundydroog Company, Limited.

14. In the event of an interruption or a diminution in the supply of power from whatever cause or if at any time and from any cause any of the Company's plant shall break down the Company may use steam or other power for so long as may be required to make the necessary repairs or until the supply of electrical power is again available.

15. The Company agree to give to any persons authorized by or on behalf of the Government free access to any portion of the mines or premises of the Company where electrical power is employed and to afford every facility to such person in ascertaining the amount of such power which is being supplied provided that such person shall not without the consent of the Company in any way interfere with the working of the mines.

16. The Government retains the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month at a time to be agreed upon with the representatives of the Company at the Kolar Gold Field and also for a similar period at any time if it should appear necessary to the Government to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. No rebate shall be claimed by the Company for such interruptions.

17. In the event of any dispute or difference arising as to the construction meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement the matter shall be first submitted to a committee consisting of the following persons *viz.* :—

One expert appointed by the Government

One expert appointed by the Company and

One expert appointed by the British Resident in Mysore.

This Committee will report fully on the question at issue and their decision if unanimous will be binding on both parties in respect of any question of fact concerning the supply and use of electrical power under this Agreement and in respect of any scientific question which may have arisen. In the event of either party not (subject to the provisions last hereinbefore contained with respect to the decision of the Committee if unanimous) being satisfied with the decision of the Committee or of the Committee not being unanimous the matter shall then be referred to two Arbitrators sitting in London who shall be appointed respectively by each party and this shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or any statutory amendment thereof in force for the time being. The provisions of the said Act or amendment thereof shall apply to the submission with the following exceptions :—

(*a*) No evidence shall be admissible before the said Arbitrators or their umpire other than the report or reports of the said Committee and this Agreement or certified copies of the said report or reports and Agreement.

(*b*) The Arbitrators or their umpire shall make their or his award in writing and give notice to the representatives of both parties in London that the same has been made within two calendar months after entering on the reference and shall not have power to enlarge the time for making their or his award.

(*c*) In the event of the Arbitrators or umpire failing to make their or his award or to give notice that the same has been made to the representatives of both parties in London within the time appointed for making their or his award

the report of the majority of the said Committee (if two or more members of the said Committee shall have agreed in their report) shall be binding on both parties.

18. If at any time during the period of this Agreement a portion exceeding one-fourth of the power to be supplied under this Agreement shall have been in disuse for a consecutive period of one year or if a portion exceeding one-fourth of the said power shall have been in disuse for a less period than a year and the Company fail to show reasonable probability that the portion so in disuse would be fully utilised for the remainder of the period of this Agreement the Government reserves the right to discontinue the supply of such portion of the power and the Company agree on receipt of notice from the Government to that effect forthwith to disconnect the electromotors installed to utilise the said portion of power in disuse and not to connect the same again to the distributing circuits without the consent of the Government.

19. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

20. Subject to the provisions contained in Clause 3 hereof every previously existing Contract with reference to the supply by the Government of electrical power to the Company is hereby cancelled but notwithstanding such cancellation the Government shall be entitled to be paid according to the terms of such Contract for any power supplied thereunder to the Company and not paid for prior to the date of such cancellation.

21. This Agreement is signed by John Taylor and Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by the main Agreement but they do not warrant the existence or continuance of that authority or the performance or observance of this Contract by the Government and under no circumstances shall John Taylor and Sons incur any liability by reason of their signing this Contract whether under the Contract itself or under any warranty of authority which but for this clause might be implied by their signature thereof or on any other ground whatsoever.

IN WITNESS whereof John Taylor and Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

(*End of Third Schedule.*)

Signed sealed and delivered by the above-named M. VISVESVARAYA on the 18th day of August 1913 in the presence of

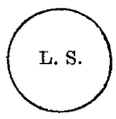
M. VISVESVARAYA,
Dewan of Mysore.

KARPUR SHRINIVASRAO,
Offg. Chief Engineer.
18/8/13.

PET. GEO. D'SOUZA,
Under-Secretary to the Govt. of Mysore.
18/8/13.

Signed sealed and delivered by the above-named JOHN TAYLOR AND SONS in the presence of

JOHN TAYLOR & SONS.



S. H. BARNES,
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